

This instrument prepared by and return to:
AUSTIN LAW FIRM, P.A.
6928 Cobblestone Drive, Suite 100
Southaven, MS 38672
662.890.7575

After recording, return to:
Select Title & Escrow, LLC
7145 Swinnea Road, Suite 1
Southaven, MS 38671
(662) 349-3930

File # 06-1130

DECLARATION OF RESTRICTIVE COVENANTS AND RESTRICTIONS

The following Restrictions shall apply to all of the land of identified in the attached exhibits "a" and "b" located within the northeast quarter of Sections 10 & 11, Township 2 South, Range 9 West, and the southwest quarter of Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi.

This Declaration of Covenants and Restrictions made this the 23rd day of February 2007, by William H. Austin, Jr., Floyd S. Robertson and Robert B. Ramage, and High Pointe Investments, LLC, a Mississippi limited liability company, hereinafter referred to collectively as "Declarants".

ARTICLE I. PURPOSE

Declarants, in order to provide for the preservation of the values, amenities, attractiveness and desirability of the real property located in, around and among that property identified in the attached exhibits "A" and "B" as more fully described in Article III hereof, declarants hereby declare that the real property described in Article III hereof shall be held, used, transferred, developed, sold and conveyed subject to the covenants and restrictions set forth herein.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

The real property which is subject to this Declaration is that certain real property located Sections 10 & 11, Township 2 south range 9 west and being more specifically in Town of Walls and attached hereto as Exhibit "A". Real property is meant to contain, but not limited to, streets, common area, lots and lake, if any.

The real property identified in attached Exhibit "B" is a Benefited Parcel from these Restrictions.

ARTICLE III. GENERAL STANDARDS AND PROHIBITIONS

1. Each parcel shall be kept neat and in an orderly manner at all times.
2. Those parcels that abut the north side of the lake will have a homeowners association, which will be responsible for the upkeep of the lake, and that property which fronts the lake shall be landscaped and kept in a manner consistent with that of the front yard of a home. No animal pens, livestock, tractor equipment, sheds or other accouterments normally associated with the back yard of a residence will be allowed. The owners of the home at 8000 Austin Road will become members of this association and will have full access to the use of the entire lake;
3. As to the approximate 16 acres just north of Austin Road, and south of the lake, said property shall be developed in a manner approved by William H. Austin, Jr. and Lynda Austin, their heirs, assigns, legal representatives and/or appointees. Said approval shall be a restriction on the property unless and until such time as a development plan is agreed upon in writing by all

Select

necessary parties. If the parties are unable to come to an agreement as to the development plan for this property, this property shall be removed from the development plan prior to its approval before the board;

4. The property shall be further restricted by subdivision restrictions equal to or more restrictive than those presently on Delta View Subdivision, Section "B."

5. Subject to architectural approval rights over those lots in Delta View Subdivision Section B which are part of the above mentioned property, which lots have previously been platted and recorded. These restrictions are in addition to the current restrictions in place in Delta View Subdivision Section B. Said architectural approval rights shall be held by a review committee comprised of Dale Morrow or his assignee, Lynda Austin or her assignee and Ray Dennison or his assignee. Any approvals and/or denials of said committee shall be by 2/3 agreement.

6. All property described in Exhibit A shall be subject to a Permanent, Non-Exclusive Right of Ingress/Egress Easement, (the legal description of said easement attached hereto as Exhibit C), to William H. Austin, Jr. and wife, Lynda Austin, recorded in Book 552, Page 790 in the office of the Chancery Clerk of DeSoto County, Mississippi. The easement property described in Exhibit C is specifically excluded from these restrictions.

ARTICLE IV. ENFORCEMENT

All covenants and restrictions herein contained may be enforced by any one of the Declarants, their heirs, successors, legal representative and/or assigns, in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction, or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails be entitled to all costs thereof, including, but not limited to reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE V. DURATION OF COVENANTS AND RESTRICTIONS

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of Declarants and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the restricted property has been recorded, agreeing to change said covenants and restrictions in whole, or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken, and subject to the approval of said change by DeSoto County.

ARTICLE VI. MISCELLANEOUS

Section 1. Severability. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extend as may be permitted by law.

Section 2. Notices. Any notice required to be sent to any member or owner, under the provisions of this Declaration shall be, deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the land records of DeSoto County, Mississippi at the time of such mailing.

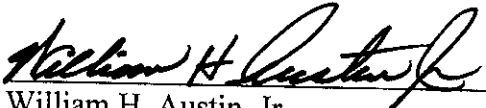
Section 3. Captions Headings and Titles. Article and paragraph captions, headings and title inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 4. Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.


Section 5. Attorney's Fees. Any provision in this Declaration for the collection of recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

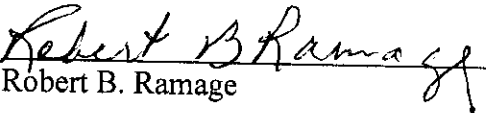
DECLARANTS:



William H. Austin, Jr.



Floyd S. Robertson



Robert B. Ramage

High Pointe Investments, LLC
A Mississippi limited liability company

By: _____
Dale Morrow

Its:

DECLARANTS:

William H. Austin, Jr.

Floyd S. Robertson

Robert B. Ramage

High Pointe Investments, LLC

A Mississippi limited liability company

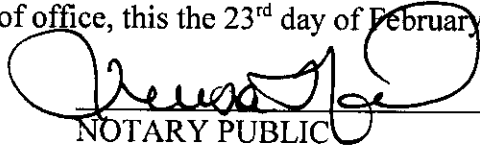
By: 
Dale Morrow

Its: MANAGER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named, William H. Austin, Jr., Floyd S. Robertson and Robert B. Ramage, who acknowledged that they signed and delivered the above and foregoing Declaration of Restrictive Covenants and Restrictions, as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office, this the 23rd day of February, 2007.


NOTARY PUBLIC

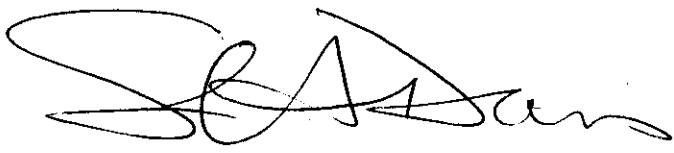


CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2nd day of February, 2007, within my jurisdiction, the within named DALE MORROW, who acknowledged that he is Manager, of HIGH POINTE INVESTMENTS, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.





NOTARY PUBLIC

My Commission Expires: _____

Exhibit A**TRACT 1:**

Description of that part of the N.B. Hunt property lying east of the east R.O.W. line of Delta View Road in Sections 10 and 11 in Township 2 South, Range 9 West, DeSoto County, Mississippi, recorded in Deed Book 96, Pages 575-579 in the Chancery Court Office, being more particularly described as follows:

Beginning at the intersection of the east line of the Easement for Right-of-Way for Delta View Road (80' wide) as recorded in Book 170, Page 100, and the north line of Section 10, thence North $89^{\circ} 48' 34''$ East along the north line of Section 10 and passing the northwest corner of Section 11 at 3563.16 feet, but continuing for a total distance of 4883.16 feet to an iron pin set at the northwest corner of the Virginia Gartrell tract (184/483), said point being the northwest corner of the west half of the west half of Section 11; thence South $01^{\circ} 12' 25''$ West, 858.00 feet along the east line of the west half of the west half of Section 11 to an iron pin set at an angle point; thence South $35^{\circ} 42' 26''$ East, 924.00 feet along Gartrell's west line to an iron pin found at an angle point; thence South $26^{\circ} 47' 47''$ West 1158.30 feet along the Gartrell's west line to an iron pin set on the half section line; thence North $89^{\circ} 20' 11''$ East, 1320.00 feet along the said half section line to an iron pin found in the center of Section 11; thence South $00^{\circ} 12' 47''$ East, 2191.87 feet (called 2190.00') along the half section line and following the general alignment of an old up & down wire fence to an iron pin found at the southwest corner of the Channell Baptist Church (121/582) Cemetery lot; thence South $88^{\circ} 26' 11''$ East and passing an iron pin found at 86.00 feet, the southeast corner of the Cemetery lot, but continuing along the south line of John Combes (187/367) to a found 12' oak tree in a fence; thence South $00^{\circ} 12' 47''$ East along N.B. Hunt's east line and passing an iron pin set at 405.92 feet and passing a PK nail set in the centerline of Austin Road at 435.92 feet, but continuing for a total distance of 442.47 feet (called 450.00') to the south line of Section 11, thence South $89^{\circ} 48' 34''$ West 2472.91 feet along the south line of Section 11 to the southeast corner of Jimmie McIntyre (148/487); thence North $00^{\circ} 44' 40''$ East along McIntyre's east line and passing an iron pin found at 8.44 feet, but continuing along the general alignment of a fence to an iron pin found at 635.09 feet; thence North $56^{\circ} 33' 20''$ West along McIntyre's north line and passing William Austin's (175/708) northeast corner at 53.78 feet, but continuing for a total distance of 82.25 feet to a hub set at the south edge of a lake; thence around the southeast edge of the lake along the north and west lines of Austin the following courses: South $77^{\circ} 52' 09''$ West, 261.69 feet to a hub set; South $78^{\circ} 17' 52''$ West, 107.73 feet to a hub set; South $42^{\circ} 45' 34''$ West, 122.18 feet to an iron pin found; South $29^{\circ} 53' 40''$ West, 345.87 feet to the east R.O.W. line of Delta View Road (80' wide); thence in a northwesterly direction along the said R.O.W. line the following courses; North $30^{\circ} 38' 24''$ West, 350.68 feet to a point of curvature; thence along the right-hand, 454.58 feet radius R.O.W. curve an arc length of 306.59 feet to a point of reverse curve; thence along the left-hand, 1175.55 feet radius R.O.W. curve an arc length of 1107.00 feet to the point of tangency, thence North $35^{\circ} 53' 30''$ West, 370.10 feet to a point of curvature; thence along the left-hand, 639.61 feet radius R.O.W. curve an arc length of 380.10 feet to a point of reverse curve; thence along the right-hand 7036.35 feet radius R.O.W. curve an arc length of 997.93 feet to a point of compound curve; thence along the right-hand, 435.21 feet radius R.O.W. curve an arc

Exhibit A
(continued)

BK 553 PG 698

length of 263.74 feet to the point of tangency; thence North 26° 43' 55" West, 351.35 feet to an angle point; thence North 28° 17' 04" West, 358.89 feet to a point of curvature; thence along the left-hand, 1914.20 feet radius R.O.W. curve an arc length of 419.00 feet to the point of tangency; thence North 52° 34' 54" West, 159.00 feet to the point of curvature; thence along the right-hand, 1388.98 feet radius R.O.W. curve an arc length of 512.37 feet to the point of tangency; thence North 41° 49' 23" West, 349.66 feet to the point of curvature; thence along the right-hand, 1307.86 feet radius R.O.W. curve an arc length of 376.47 feet to the point of tangency; thence North 17° 06' 52" West, 232.13 feet to the Point of Beginning, encompassing 423.35 acre of land, more or less.

Subject to the 30.00 feet electrical easement for Coahoma County Power & Light Company and a 200.00 feet gas easement for Texas Gas Transmission Corporation as shown on print.

Subject to a prescriptive easement for Austin Road, Church Road, and Poplar Corner Road.

Subject to subdivision and zoning regulations for DeSoto County, Mississippi.

The above described property is subject to public right-of-ways, public utility easements, private easements, miscellaneous, and unnoted easements of record or not of record.

Subject to all mineral rights previously reserved of record.

INDEXING INSTRUCTION: Part of the Northeast, Northwest, Southeast, and Southwest Quarters of Section 10, Township 2 South, Range 9 and the Southwest Quarter of Section 11, Township 2 South, Range 9

LESS AND EXCEPT:

49.90 acres situated in Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi, more particularly described as beginning at the center of Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi; thence South 00 degrees 12 minutes 47 seconds East 2,430 feet to a point in the center of Poplar Corner Road; thence in a Southwesterly direction along the center of said road 210 feet, more or less, to a point on the South line of Section 11 aforesaid; thence South 83 degrees, 48 minutes 34 seconds West 640.0 feet to a point; thence North 00 degrees 12 minutes 47 seconds West 1,980.0 feet to a point; thence South 89 degrees 20 minutes 11 seconds West 660.0 feet to a point; thence North 00 degrees 11 minutes 47 seconds West 660.0 feet to a point; thence North 89 degrees 20 minutes 11 seconds East 1,320.0 feet to the Point of Beginning, all lying in the East half of the Southwest Quarter of Section 11, Township 2 South, Range 9 West in DeSoto County, Mississippi, and containing 49.90 acres, more or less. As per survey of Carl G. Clark, dated October 1992. LESS AND EXCEPT any area which may be encroached upon by the Cemetery behind the Channell Hill Baptist Church, and by an old fence near the eastern boundary of the above described property; however, Grantors do hereby sell, convey, and quitclaim this to the Grantees.

Exhibit A*(continued)*

Meaning to describe that property as conveyed to Robert E. Smith, et ux by warranty deed of record in Book 251, Page 93, in the office of the Chancery Clerk of DeSoto County, Mississippi.

ALSO LESS AND EXCEPT:

30.0 acres more or less, located in Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi, more particularly described as follows: commencing at the Northwest corner of the Northeast quarter of the Southwest Quarter of Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi; thence South 660.0 feet to the Point of Beginning of the tract herein described: thence North 89 degrees 20 minutes 11 seconds East 660.0 feet to a point; thence South 00 degrees 12 minutes 47 seconds East 1,980.0 feet to a point on the South line of Section 11, aforesaid; thence South 89 degrees, 48 minutes 34 seconds West 660.0 feet to a point; thence North 00 degrees 12 minutes 47 seconds West 1,980.0 feet to the Point of Beginning. All lying in the East half of the Southwest Quarter of Section 11, Township 2 South, Range 9 West in DeSoto County, Mississippi, and containing 30.0 acres, more or less. As per survey of Carl G. Clark, dated October 1992.

Meaning to describe that property as conveyed to Roger N. Smith by warranty deed of record in Book 251, Page 96, in the office of the Chancery Clerk of DeSoto County, Mississippi.

ALSO LESS AND EXCEPT:

A 3.41 acre (more or less) tract located in part of the Southwest Quarter of the Southeast Quarter and in part of the Southeast Quarter of the Southwest Quarter of Section 11, Township 2 South, Range 9 West, more particularly described as follows: BEGINNING at the southwest corner of the Southeast Quarter of Section 11, Township 2 South, Range 9 West, said point being the intersection of Poplar Corner and Austin Roads, and being the Point of Beginning of this tract; thence north along Poplar Corner Road the following calls: North 8 degrees 12 minutes 46 seconds west, 77.18 feet; north 05 degrees 46 minutes 25 seconds east, 193.71 feet; north 16 degrees 23 minutes 03 seconds east, 191.31 feet to a point; thence south 89 degrees 40 minutes 43 seconds east, 276.98 feet along a fence line to a point; thence south 01 degree 27 minutes 19 seconds east 442.47 feet to a point in Austin Road; thence south 88 degrees 34 minutes 02 seconds west, 350.74 feet along Austin Road to the Point of Beginning, and containing 3.41 acres, more or less, including road right of ways.

Meaning to describe that property as conveyed to Charles Hafner, et ux by Correction Warranty Deed of record in Book 268, Page 514, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Exhibit A

(continued)

ALSO LESS AND EXCEPT:

Commencing at the Southwest Corner of the Southeast Quarter of Section 11, Township 2 South, Range 9 West, in DeSoto County, Mississippi; thence South 88 degrees 34 minutes 02 seconds East 350.74 feet along Austin Road to the Southeast corner of the Charles Hafner 3.41 acre tract and the point of beginning of the tract herein described; thence North 1 degree 27 minutes 19 seconds West 442.47 feet to a point on a wire fence; thence South 89 degrees 40 minutes 43 seconds East 175.0 feet to a point on a fence running North and South; thence South 1 degree 27 minutes 19 seconds East 241.47 feet to a point in Austin Road; thence South 88 degrees 34 minutes 02 seconds West 175.0 feet to the point of beginning.

All lying in the Southwest Quarter of the Southeast Quarter of Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi, containing 1.78 acres, more or less. As per survey of Carl G. Clark.

Meaning to describe that property as conveyed to Phillip M. Hall, Jr. by warranty deed of record in Book 269, Page 629, in the office of the Chancery Clerk of DeSoto County, Mississippi.

ALSO LESS AND EXCEPT:

Located in the Northwest, Southwest, Southeast and Northeast Quarters of the Northwest Quarter of Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi.

Beginning at a found iron pin commonly accepted as the center of Section 11, Township 2 South, Range 9 West, thence S 89° 54' 51" W a distance of 1313.00 feet along the half-section line to a point marked with an iron pin, being the true Point of Beginning for the herein described tract; thence N 26° 47' 47" E generally along a fence a distance of 1144.70 feet to a found iron pin; thence N 35° 41' 57" W generally along a fence a distance of 924.36 feet (924.00 feet c) to a point marked with a found steel fence post; thence N 01° 14' 57" E generally along a fence and passing through a point marked with a found steel fence post a distance of 867.76 feet to a point marking the northeast corner of the west half of the northwest quarter of said Section 11; thence S 89° 54' 51" W along the north line of said Section 11 a distance 1320.19 feet to a point marked with an iron pin, said point being the Northwest corner of Section 11; thence S 00° 03' 07" W along the west line of Section 11 a distance of 2640.00 feet to a point marked with an iron pin; thence N 89° 54' 51" E along an up and down fence marking the half section line a distance of 1327.00 feet to the Point of Beginning, containing 90.3729 acres, more or less.

Meaning to describe that property as conveyed to Robert E. Smith, etux, and George C. Patterson, etux, each a ½ interest by warranty deed of record in Book 277, Page 462, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Exhibit A

(continued)

ALSO LESS AND EXCEPT:

Beginning at the Northwest corner of the Southwest Quarter of Section 11, Township 2 South, Range 9 West, said point being marked with an iron pin; thence N 89° 54' 51" E along the north line of said quarter section a distance of 1320.43 feet to a point marked with an iron pin; thence S 00° 07' 36" W a distance of 322.85 feet to a point in the south right-of-way of an unnamed road, said point being marked with an iron pin; thence along said right-of-way for the following courses:

S 85° 00' 06" W a distance of 204.78 feet

Along a curve to the left with a chord bearing of S 77° 15' 21" W and chord distance of 103.78 feet

S 69° 30' 36" W a distance of 34.06 feet

Along a curve to the right with a chord bearing of S 74° 51' 32" W and a chord distance of 78.31 feet

S 80° 12' 29" W a distance of 68.52 feet

Along a curve to the left with a chord bearing of S 67° 21' 32" W and a chord distance of 202.37 feet

S 54° 30' 36" W a distance of 34.56 feet

Along a curve to the right with a chord bearing of S 61° 14' 33" W and a chord distance of 87.93 feet

S 67° 58' 30" W a distance of 540.44 feet

Along a curve to the right with a chord bearing of S 81° 14' 36" W and a chord distance of 270.82 feet

N 85° 29' 18" W a distance of 78.11 feet

Along a curve to the left with a chord bearing of S 78° 01' 08" W and a chord distance of 42.58 feet

S 61° 31' 34" W a distance of 49.16 feet

To a point in the centerline of Delta View Road, said point being marked with a P-K nail; thence N 34° 39' 10" W along said centerline a distance of 223.02 feet; thence continuing along said centerline along a curve to the left with a chord bearing of N 39° 22' 48" W and a chord distance of 209.32 feet to a point; thence N 29° 18' 58" E, passing an iron pin at 40 feet, a distance of 481.18 feet to a point marked with an iron pin; thence N 82° 51' 18" E a distance of 411.14 feet to the Point of Beginning, containing 24.38 acres more or less.

There is a 40-foot easement on the west side of the property for Delta View Road as shown on the plat.

Indexing instructions: The Northeast Quarter of the Southeast Quarter of Section 10 and the Northwest Quarter of the Southwest Quarter of Section 11, Township 2 South, Range 9 West.

Exhibit A

(continued)

Meaning to describe that property as conveyed to Robert E. Smith and George C. Patterson by warranty deed of record in Book 300, Page 35, in the office of the Chancery Clerk of DeSoto County, Mississippi

ALSO LESS AND EXCEPT:

2.078 acres, more or less, located in the northwest quarter of the southwest quarter of Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi more particularly described as beginning at an iron bolt found in the centerline of Austin Road at the southeast corner of the southwest quarter of the southwest quarter of Section 11, Township 2 South, Range 9 West; thence north 00 degrees, 22 minutes, 05 seconds west a distance of 1750.36 feet to a point; thence south 89 degrees, 37 minutes, 55 seconds west a distance of 545.11 feet to an iron pin and the true point of beginning; thence south 68 degrees, 04 minutes, 23 seconds west a distance of 210.00 feet to an iron pin; thence north 21 degrees, 55 minutes, 37 seconds west a distance of 430.00 feet to an iron pin in Michael Drive; thence North 68 degrees, 05 minutes 49 seconds east a distance of 130.58 feet to a point of curvature of a curve to the left, having a radius of 375.00 feet, an arc length of 80.17 feet and a delta angel of 12 degrees, 14 minutes 56 seconds to a iron pin; thence south 21 degrees, 55 minutes 37 seconds east a distance of 438.54 feet to the point of beginning containing 2.078 acres more or less subject to all rights of way of public road and utilities zoning and subdivision regulations in effect for Memphis, Mississippi and DeSoto County and easements of record.

Meaning to describe that property as conveyed to L. Z. Stafford, et ux by warranty deed of record in Book 359, Page 21, in the office of the Chancery Clerk of DeSoto County, Mississippi

ALSO LESS AND EXCEPT:

A 2.182 acre tract located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi.

Beginning at an iron bolt found in the centerline of Austin Road at the SE Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, Township 2 South, Range 9 West, thence N 00° 22' 05" W a distance of 1833.04 feet to an iron pin said point being the true point of beginning; thence S 89° 37' 55" W a distance of 167.85 feet to an iron pin; thence N 10° 32' 53" W a distance of 491.54 feet to an iron pin on the south right of way of Michael Drive; thence along a curve to the right having a radius of 385.00 feet, an arc length of 48.03 feet and a delta angle of 07° 08' 51" to an iron pin; thence N 85° 10' 00" E a distance of 207.84 feet to an iron pin; thence S 00° 22' 05" E a distance of 506.75 feet to the point of beginning containing 2.182 acres more or less subject to all rights of way of public roads and utilities zoning and subdivision regulations in effect for Memphis, Mississippi and DeSoto County and easements of record.

Exhibit A
(continued)

BK 553 PG 703

Meaning to describe that property as conveyed to Roger N. Smith, et ux by warranty deed of record in Book 359, Page 279, in the office of the Chancery Clerk of DeSoto County, Mississippi.

ALSO LESS AND EXCEPT:

16.94 acres, more or less, as described in plat of Delta View Estates, Section B, as recorded in Plat Book 69, Page 20, in the office of the Chancery Clerk of DeSoto County, Mississippi

Tract 1 meaning to describe 158.85 acres, more or less, in Section 10, Township 2 South, Range 9 West, DeSoto County, Mississippi (Tax parcel # 2092-1000.0-00002.00) and 45.43 acres, more or less, in Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi (Tax parcel # 2091-1100.0-00002.00) and being a portion of that property conveyed to William H. Austin, Jr., et al, by warranty deed of record in Book 233, Page 442, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TRACT 2:

Part of the southwest quarter of Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi, and more particularly described as follows, to-wit: COMMENCING at a point commonly accepted as the southwest corner of said quarter section; thence run north 85 degrees 52' 04" east called a distance of 532.60 feet to the southeast corner of an 8.62 acre tract conveyed by L.A.N.D. Company, Inc., to Jimmie McIntye, Sr., et ux, on July 25, 1980 as recorded in Deed Book 148, Page 487 of the Chancery Records of DeSoto County, said point being 10 feet north of the centerline of Austin Road and the Point of Beginning; thence run south 85 degrees 52' 04" West a distance of 79.23 feet to a point; thence run north 58 degrees 45' 43" west a distance of 90.94 feet to a 2 inch diameter steel fence post; thence run north 05 degrees 53' 44" east a distance of 620.98 feet to a point on the north line of said 8.62 acre tract; thence run south 61 degrees 25' 56" east a distance of 53.78 feet along the north line of said 8.62 acre tract to a half-inch steel pipe at the northeast corner of said 8.62 acre tract; thence run south 04 degrees 07' 56" east a distance of 635.09 feet along a wire fence on the east line of said 8.62 acre tract to the point of beginning and containing 1.52 acres. Bearings shown are based on reference north as shown in the recorded deed description of the above said 8.62 acre tract. Reference north 08 degrees 22' 22" East of true north as determined by solar observation.

Exhibit A
(continued)

BK 553 PG 704

Meaning to describe that property as conveyed to William H. Austin, Jr., Floyd S. Robertson and Robert B. Ramage by warranty deed of record in Book 303, Page 471, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TRACT 3:

Lots 10, 13 and 14, Section B, Delta View Estates, in Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 69, Page 20, in the office of the Chancery Clerk of DeSoto County, Mississippi

EXHIBIT "B"Indexing Instruction: Part of the Southwest Quarter of Section 11, Township 2 South, Range 9

Beginning at the southwest corner of Section 11, Township 2 South, Range 9 West; thence along the south line of said section north 85 degrees 52' 04" east 532.00 feet; thence north 4 degrees 07' 56" west 635.08 feet at the edge of a lake; thence north 61 degrees 25' 56" west 82.25 feet; thence south 72 degrees 59' 33" west 261.69 feet; thence south 73 degrees 25' 16" west 107.73 feet; thence south 37 degrees 52' 58" west 122.18 feet; thence south 25 degrees 01' 04" west 386.00 feet to the center of Austin Road; thence south 36 degrees 01' 56" east 140.20 feet; thence along a curve 111.11 feet to the point of beginning, containing 8.62 acres, being all the lands that we own. The directions are magnetic.

LESS AND EXCEPT: Part of the southwest quarter of Section 11, Township 2 South, Range 9 West, DeSoto County, Mississippi, and more particularly described as follows, to-wit:

COMMENCING at a point commonly accepted as the southwest corner of said quarter section; thence run north 85 degrees 52' 04" east called a distance of 532.00 feet to the southeast corner of an 8.62 acre tract conveyed by L.A.N.D. Company, Inc., to Jimmie L. McIntyre, Sr., et ux, on July 25, 1980 as recorded in Deed Book 148, Page 487, of the Chancery Records of DeSoto County, said point being 10 feet north of the centerline of Austin Road and the point of beginning; thence run South 85 degrees 52' 04" west a distance of 79.23 feet to a point; thence run north 58 degrees 45' 43" west a distance of 90.94 feet to a 2-inch diameter steel fence post; thence run north 05 degrees 53' 44" east a distance of 620.98 feet to a point on the north line of said 8.62 acre tract; thence run south 61 degrees 25' 56" east a distance of 53.78 feet along the north line of said 8.62 acre tract to a half-inch steel pipe at the northeast corner of said 8.62 acre tract; thence run south 04 degrees 07' 56" east a distance of 635.09 feet along a wire fence on the east line of said 8.62 acre tract to the Point of Beginning and containing 1.52 acres. Bearings shown are based on reference north as shown in the recorded deed description of the above said 8.62 acre tract. Reference north is 08 degrees 22' 22" east of true north as determined by solar observation. As per the survey of Danny S. Rutherford, P.E. dated January 9, 1985.

EXHIBIT "C"

Commencing at the southwest corner of Section 11, Township 2 South, Range 9 West; thence South $89^{\circ}08'43''$ East along said section line a distance of 440.57' to a point, thence North $53^{\circ}46'30''$ West a distance of 35.31' to a point, said point being the true point of beginning for this tract; thence North $53^{\circ}46'30''$ West a distance of 55.32' to a Point; thence North $10^{\circ}52'57''$ East along an existing fence a distance of 620.98' to a Point; thence South $56^{\circ}27'44''$ East a distance of 54.18' to a Point; thence South $10^{\circ}52'57''$ West a distance of 623.79' to the Point of Beginning; containing 0.71 acres or 31119.27 square feet more or less.

This property is subject to all rights of way, easements of record and subdivision regulations in effect for Desoto County, Mississippi. There is a prescriptive easement for Austin Road.

Indexing Instruction: Part of the Southwest Quarter of
Section 11, Township 2 South, Range 9